

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) Offer Sheet

SOLICITATION NO: GAL0050

COMMODITY/SERVICE DESCRIPTION: ARC RATED JEANS

DATE ISSUED: JULY 10, 2013

REQUISITION NO.: A336319

PRE-BID CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 2008420

LOCATION: N/A

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT:**

BID DUE PRIOR TO: 2:00 PM ON JULY 17, 2013

GAGE LOOTS

Supervising Senior Buyer

Phone: (512) 322-6251

COMPLIANCE PLAN DUE PRIOR TO: N/A

BID OPENING TIME AND DATE: 2:15 PM ON JULY 17, 2013

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

**For information on how to attend the Bid Opening online, please select
this link: <http://www.austintexas.gov/department/bid-opening-webinars>**

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, 1 SIGNED COPY & 1 CD/FLASH DRIVE OF OFFER

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

Signature of Person Authorized to Sign Offer

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Date: _____

Company Name: _____

Address: _____

City, State, Zip Code: _____

Phone No. (_____) _____

Fax No. (_____) _____

Email Address: _____

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All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s)
- Section 0605 Local Business Presence Identification Form
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Bid Guaranty (if required)

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

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SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 8:00 AM on Monday, July 15, 2013. Submissions may be made via email to gage.loots@austinenergy.com, or via fax at (512) 322-6251.

2. **INSURANCE**. Insurance is required for this solicitation.

A. **General Requirements**. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements**. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- ii. **Commercial General Liability Insurance**. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

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(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of nine (9) months, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A NINE (9) MONTH CONTRACT.
FIRM PRICES ARE TO BE SUBMITTED FOR THE FULL CONTRACT TERM.

4. QUANTITIES

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. DELIVERY REQUIREMENTS: On-Site Tailoring, Measuring, Repairs and Pick-up ("Services") at Contractor Facility

Contract requires Contractors to have the ability to have and maintain a "store-front facility" that provides on-site tailoring, measuring, repairs and ARC rated clothing purchasing with the minimum service hours of Monday-Friday 9:00AM – 5:00PM.

- A. Unless requested by the City, "Services" shall not be required on City-recognized legal holidays (see paragraph 52 in Section 0300).
- B. Contractor shall have a facility located within the Austin City Limits supporting walk-in Services to Austin Energy employees needing to ARC rated clothing as specified in this solicitation.
- C. Contractor shall supply written laundering and care instructions to each employee for each order. Instructions must be in compliance with industry best practices and manufacturer recommendations for each product.
- D. Minimum requirements for initial order:
 - i. Initial fitting/measuring sessions--Contractor shall provide staff trained in measuring personnel for personnel protective equipment and space at their facility to provide a minimum of three options for initial measuring and fittings for ARC rated clothing products. Unless otherwise agreed upon

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by the City, these sessions must occur within one (1) week of award. The sessions must cover: morning, lunch hour and late afternoon and must be for a minimum of two (2) hours each. Specific times to be agreed upon by both parties within two (2) business days of award. The sessions must be held on at least two (2) separate business days.

- ii. Initial order—products ordered from the initial fitting/measuring sessions must be available for pickup at Contractor’s Austin Facility within two weeks of the fitting/measuring session.

E. Minimum Criteria for On-Site Tailoring, Measuring, Repairs and Pick-up (“Services”)

- i. After the initial order, for all products with an estimated quantity greater than 30, Contractor shall keep adequate supplies on hand at this facility to enable Austin Energy employees to pickup ARC rated clothing items on an as-needed basis.
- ii. After the initial order, for all products with an estimated quantity less than or equal to 30, Contractor shall have the item(s) available for pickup within five (5) business days.
- iii. Contractor must employ adequate personnel at this facility to ensure that Austin Energy employees are served in a timely manner.
- iv. Facility must have adequate parking.
- v. Facility must have the capability to perform clothing alteration/repairs on site for products listed in this solicitation. Alterations/repairs must be completed within 72 hours at no additional cost to the City.

6. **INVOICES and PAYMENT** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled “Invoices.” Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Energy
Attn:	Stacy Armstrong Triplett
Address	721 Barton Springs Rd.
City, State Zip Code	Austin, TX 78704

- B. The Contractor agrees to accept payment by check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. If the Contractor accepts payment by credit card, the Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
- C. The Contractor shall provide with each bi-monthly invoice, signed copies of the then current Austin Energy Employee Authorization Form (AR Work Jeans), Section 0510. Invoice charges and authorization forms must match line item by line item for verification prior to releasing funds.
- D. AE will not be liable for payment for items invoiced by Contractor that do not include signed copies of the Employee Authorization Form (AR Work Jeans).

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7. SAMPLES – EXACT REPLICA

- A. If Offeree proposes a manufacturer other than specified in this Solicitation, Offeror shall submit an exact replica of the goods to be provided. This sample shall be provided within two (2) working days after request by the City.
- B. Send samples to the City at the following address:

City of Austin	
Department	Austin Energy
Address	721 Barton Springs Rd.
City, State Zip Code	Austin, TX 78704
Attn:	Gage Loots

- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.
- E. Samples will be evaluated or tested for adherence to specification(s), comfort, durability, shape retention, and/or breathability.

8. WORKPLACE CONDITIONS CODE (“CODE”)

- A. The Austin City Council adopted Ordinance No. 20070621-152 on June 21, 2007, enacting the Workplace Conditions Code. The policy defined in this code applies to the procurement and laundering of apparel in City contracts exceeding \$5,000. Procurement includes contracts, purchases, rentals, leases, or allowances and voucher programs. Apparel refers to all garments or items of clothing any part of which is a textile produced by weaving, knitting or felting; and all shoes and other footwear as well as corresponding accessories.
- B. In this code:
 - i. Contract means an agreement to procure equipment, goods, materials or supplies for an amount exceeding \$5,000 to be purchased or provided at the expense of the City, and shall be construed to incorporate the definition of Contract in the City’s Standard Purchase Definitions.
 - ii. Vendor means a person, partnership, corporation, or other entity that has a current procurement relationship, that is entering into a Contract with the City for the performance of all or some of the work included in the scope of services for the City, or is submitting an Offer to provide products or services to the City.
 - iii. Worker means:
 - (1) any employee of a Vendor who contributes to the provisions of goods to the City under a contract, including but not limited to any manufacturing or assembling of goods;

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- (2) any individual who may be required or directed by any employers, in consideration of direct or indirect gain or profit, to engage in any employment, or to go to work or be at any time in any place of employment; and
 - (3) includes individuals whose work is permanent or temporary, on a full-time or part-time basis, as a contractor or payroll employee.
- C. Prohibition of Sweatshop Conditions.
A vendor who engages in or submits Offers for City contracts shall comply with the requirements in each subsection and may not supply goods or services to fulfill a City Contract except as provided below. These requirements shall be known as the Workplace Conditions Code.
- D. Compliance with All Laws. A Vendor shall comply with all federal, state, and local laws and workplace regulations, including those regarding benefits, workplace health and environmental safety, freedom of association, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.
- E. Harassment and Abuse. A Vendor shall not engage in behavior that harasses or abuses a worker in a sexual, psychological, or verbal manner. Nor shall a Vendor use corporal punishment in its employment practices.
- F. Discrimination. A Vendor shall not engage in discriminatory employment practices, as defined in Title 5 of the City Code, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin in hiring, salary, benefits, advancement, disciplinary action, termination, or retirement. A Vendor shall not require pregnancy tests as a condition of employment nor demand pregnancy tests of employees. Women workers shall receive equal treatment and remuneration, including pay, benefits, and the opportunity to fill a position that is open to a male worker.
- G. Exposure to Toxins. A Vendor shall not expose a worker to toxic chemicals that may endanger a worker's health. A Vendor shall take appropriate measures to safeguard workers when any aspect of work requires exposure to any toxic chemical. If a federal, state, or local occupational safety or health law or regulation applies to the workplace condition, compliance with such a law or regulation is not a violation of this subsection.
- H. Wages and Benefits. A Vendor shall pay wages that comply with the Living Wages and Benefits Provision contained in this Solicitation.
- I. Wage and Hour Records. Vendors shall maintain verifiable wage and hour records for each production worker, employee or independent contractor.
- J. Working Hours. A vendor shall not require hourly and quota-based employees to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, Vendors shall provide a worker with days off, as provided by applicable labor law.
- K. Overtime Compensation. A vendor shall not require a worker to work overtime hours unless the worker is paid at a rate of at least one-and-one-half their regular hourly compensation rate as provided by the federal Fair Labor Standards Act.
- L. Termination. A vendor shall provide for a mediation or grievance process to resolve workplace disputes if required by federal law.
- M. Closure to Avoid Compliance. A vendor may not close or reduce orders for a production facility:

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- i. as a punitive measure against workers for exercising their right to freedom of association; or
 - ii. to avoid its responsibility to take corrective action after there has been a determination that there was a violation of the Workplace Conditions Code.
- N. Vendor Recordkeeping Requirements.
- i. Each City contract shall include the contractor's agreement to comply with the requirements of this Code and shall incorporate this Code by reference.
 - ii. For every Offer or Contract for production of goods or provision of services covered by this policy, each Offeror or Contractor shall submit to the City the following:
 - (1) An affidavit setting forth the following information (**see the Workplace Conditions Affidavit included in the Solicitation**):
 - (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in Subcontractors or facilities during the term of the Contract; and
 - (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
 - (2) An agreement in which the Vendor commits to the following:
 - (a) That the Vendor and each proposed supplier or Subcontractor will adhere to the Workplace Conditions Code;
 - (b) That a copy of this Code has been furnished to each of the Vendor's suppliers or Subcontractors; and
 - (c) That the Vendor has required each supplier to post a copy of this Code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into the each worker's first language; and
 - (3) A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the Vendor in any local, state, or federal administrative agency or court in the preceding five years; and
 - (4) Any other information deemed necessary by the City for the administration and enforcement of this policy.
- O. Each Vendor shall retain the documents described in Subsection (N) for a period of three (3) years after the date that the City contract is terminated.
- P. Each Vendor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for the Vendor's payroll records, the Vendor shall also produce the payroll records of its Subcontractors

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or suppliers to the City or its agents. The City may make such a request directly to a Subcontractor who shall be required to submit such records directly to the City or its agents on request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the Vendor, stating that the records are complete and accurate.

- Q. During each year of the term of a Contract, the City or its agents may request a written assurance from the Contractor and each of its Subcontractors that the Vendor and its Subcontractors and suppliers are in compliance with this Code. The Vendor shall provide the written assurance within the time period specified by the City or its agents, which shall not be less than fourteen (14) calendar days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of Contract.
- R. All records required to be maintained by this Code shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.
- S. Compliance; Verification. Each Vendor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the Contract is performed, access to workers to discuss compliance with this Code, and access to any record required to be maintained by this Code.
- T. Enforcement; Penalties.
- i. Complaints. Any person may complain of a violation of this Code. The City, including its agent designated for this purpose, shall receive and investigate complaints.
 - ii. Requests for Information. Upon receiving a complaint alleging noncompliance with this Code, the City shall contact the Vendor in a timely manner, by certified letter, that the Contractor or its Subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The Contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.
 - iii. Access to Production and Distribution Facilities. For administration and enforcement purposes, a City Vendor shall provide the City with immediate access to a facility or operation that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.
 - iv. Independent Audit. If the City is unable to verify compliance, it may require an independent audit at the expense of the Vendor, followed by a public report verifying either that the violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.
 - v. Remediation. On a finding that a violation of this Code has occurred at a Vendor's production facility, the City and the Vendor shall meet to consult to develop to a remediation plan, of which the City shall have right of approval as set forth in the City's Standard Purchase Terms and Conditions. Corrective action shall include all steps necessary to correct the violations, including:
 - (1) providing prompt notice to workers in the first language of each worker of the remediation plan and the prescribed corrective actions;
 - (2) paying back wages to workers who worked to manufacture products or services supplied to the City; or
 - (3) re-instating a worker who has been dismissed in violation of the law.

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- vi. Training On Workplace Conditions. At a facility or operation of a Vendor determined to be in violation of this Code, the Vendor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The Vendor shall bear the expense of the training. Upon the City's request, the Vendor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.
- vii. Summary of Corrective Actions. The City may require that a Vendor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Vendor shall provide the written summary within the time period specified by the City.
- viii. Sanctions. The City may impose sanctions if a Vendor knowingly provides misinformation or falsified information to the City or if a Vendor refuses to remedy a violation of this Code in a timely manner. Sanctions may include termination of the Contract for cause due to breach of contract, termination of a Contract without notice, financial penalties, debarment from eligibility to submit Offers on City Contracts, or suspending the Vendor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.
- ix. Debarment and Suspension. In the event that a Vendor is debarred, the City Purchasing Officer will remove the Vendor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Vendor from the list for the period specified in the non-compliance sanction.
- x. Protest. A Vendor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).

9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

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10. **CONTRACT MANAGER**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Carrie Walker
(512) 322-6335
carrie.walker@austinenergy.com

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

City of Austin
Purchasing Office
Local Business Presence Identification Form

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE).

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

City of Austin
Purchasing Office
Local Business Presence Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Signature, Authorized Representative of Offeror

Title

Date

END

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: IFB GAL0050

PROJECT NAME: ARC RATED JEANS

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Company Name

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN
(Please duplicate as needed)**

SOLICITATION NUMBER: IFB GAL0050
PROJECT NAME: ARC RATED JEANS

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	
Address	
City, State Zip	
Phone	Fax Number
Name of Contact Person	
Is company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	\$
List commodity codes & description of services	

Sub-Contractor/Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	\$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____
Director _____ Date _____

Director/Deputy

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" REPLY FORM**

SOLICITATION NUMBER: IFB GAL0050

Please Complete and Return This Form to the following address to Indicate a "No Offer" Reply

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

COMMODITY CODE: 2008420 **DESCRIPTION:**CLOTHING: JEANS

Unable to supply item(s) specified. Remove my company from the source list for the Commodity / Service Group

Unable to supply item(s) specified. Retain my company on the vendor list for this commodity / service.

Cannot meet the Scope of Work / Specifications.

Cannot provide required Insurance.

Cannot provide required Bonding.

Job too small.

Job too large.

Do not wish to do business with the City. Remove my company from the City's Vendor list.

Other reason (please state why you will not submit a bid):

Contractor's Name:

Street Address

City, State, Zip Code

Signature of Officer or
Authorized

Representative:

Date:

Printed Name:

Title